

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION AT CINCINNATI**

**JEFFERY PHILLIPS, WAYNE COTTRELL,
DENISE SMITH, and EMILY HAUKE**
individually, and on behalf of those similarly
situated,

Plaintiffs,

v.

**VILLAGE OF NEW RICHMOND, OHIO,
and DATA TICKET, INC.,**

Defendants.

CASE NO. 19-cv-611

JUDGE:

MAGISTRATE JUDGE:

**PLAINTIFFS' CLASS ACTION
COMPLAINT FOR DAMAGES**

**JURY DEMAND ENDORSED
HEREON**

Plaintiffs JEFFERY PHILLIPS, WAYNE COTTRELL, DENISE SMITH, and EMILY HAUKE (collectively, "Plaintiffs"), individually, and on behalf of all others similarly situated, by and through Counsel at DANNLAW and ZIMMERMAN LAW OFFICES, P.C., and complain against Defendants VILLAGE OF NEW RICHMOND, OHIO ("Village") and DATA TICKET, INC. ("DTI"), as follows:

PARTIES

1. Plaintiff Jeffery Phillips is an adult presently residing in New Richmond, Ohio in Clermont County, Ohio.
2. Plaintiff Wayne Cottrell is an adult presently residing in Moscow, Ohio in Clermont County, Ohio.
3. Plaintiff Denise Smith is an adult presently residing in Amelia, Ohio in Clermont County, Ohio.
4. Plaintiff Emily Hauke is an adult presently residing in New Richmond, Ohio in Clermont County, Ohio.

5. Defendant Village of New Richmond, Ohio is an Ohio municipality with a principal location of 102 Willow Street, New Richmond, Ohio 45157. The Village is a “person” under 42 U.S.C. § 1983, and at all times relevant to this case acted under color of law.

6. Defendant Data Ticket, Inc. is a corporation incorporated under the laws of the State of California, with its principal place of business located at 2603 Main Street, Suite 300, Irvine, California 92614. DTI is not registered to do business with the Ohio Secretary of State. DTI advertises that it “help[s] cities, counties, universities, colleges, and other agencies with records management and payment collection on outstanding debts. A California company, serving our clients since 1989, we work with our clients to tailor solutions to meet their specific needs. Reach out to see how we can help.” *See Data Ticket, Inc.*, DATA TICKET INC., available at: www.dataticket.com/home.html (last visited July 22, 2019).

7. DTI also “helps” municipalities collect tickets, such as those issued by the Village, through its website, www.citationsprocessingcenter.com. DTI “helps” the Village by maintaining the Citations Processing Center – New Richmond, which is a collection P.O. Box in Beverly, Massachusetts.

8. Each Plaintiff has been assessed civil penalties as a result of the operation of the automated traffic enforcement system in the Village, which was not authorized pursuant to R.C. § 4511.10.

JURISDICTION AND VENUE

9. Jurisdiction of claims is conferred by 28 U.S.C. §§ 1331 and 1343, as this action seeks redress for the deprivation of rights secured by the United States Constitution.

10. The Court has supplemental jurisdiction over Plaintiffs’ state court claims pursuant to 28 U.S.C. § 1367. Pursuant to R.C. § 2721.02(A), this Court is authorized to grant the relief

sought, and declare rights, status, and other legal relations whether or not further relief is or could be claimed.

11. Venue lies in this District pursuant to 28 U.S.C. § 1391(b), as a substantial portion of the events that form the basis of this Complaint occurred in the District, and Defendants conducted activity that gave rise to the claim for relief in the District.

STATEMENT OF FACTS

12. Like many Ohio municipalities that have struggled to obtain fiscal solvency due to the ongoing reductions in disbursements from the Local Government Fund from the State of Ohio, the Village decided in 2018 to explore the possibility of installing automated traffic enforcement systems (“speed cameras”).

13. The Village first read Ordinance 2018-14 “AN ORDINANCE AUTHORIZING THE ENACTMENT OF A VILLAGE SPEED CAMERA ENFORCEMENT PROGRAM AND A CONTRACT WITH SENSYS GATSO USA, INC., WITH RESPECT TO SUCH PROGRAM” (“Ordinance 2018-14”) during the Village’s June 25, 2018 Council meeting. *See* Ordinance 2018-24, attached hereto as Exhibit 1.

14. The Village adopted Ordinance 2018-14 on July 24, 2018. *Id.*

15. Ordinance 2018-14 was enacted for the purpose of installing automated speed cameras on U.S. Highway 52, which runs through the municipal limits of the Village.

16. U.S. Highway 52 is a highway under the jurisdiction of the Ohio Department of Transportation (“ODOT”).

17. On July 20, 2018—four days *before* the Village adopted Ordinance 2018-14—ODOT sent a letter to the Village Administrator explicitly informing the Village that “The Director [of ODOT] has determined to . . . not permit placement of speed enforcement cameras or related

signage in ODOT right of way or on ODOT owned structures.” *See* July 20, 2018 Letter from ODOT (“July Letter”), attached hereto as Exhibit 2.

18. On September 11, 2018, ODOT sent the Village a second letter regarding, *inter alia*, permanently affixed speed cameras. *See* September 11, 2018 ODOT Letter (“September Letter”), attached hereto as Exhibit 3. Specifically, the September Letter stated that, under Ohio law, fixed speed cameras require ODOT approval, and that ODOT “will not be granting permits for fixed [speed] cameras within ODOT rights of way. *See id.* Moreover, the September Letter stated that “any current installation must be removed by the [Village] on or before September 30, 2018.” *See id.*

19. On September 11, 2018, the same day that ODOT sent the Village the September Letter, the Village Council met for a Village Council meeting. During that meeting, the Village Administrator notified the Village Council that, despite the fact that both the June Letter and September Letter explicitly stated that ODOT would not permit fixed speed cameras on ODOT rights of way within the Village, ODOT “would allow signage in the right of way.” *See Council Meeting Notes*, attached hereto as Exhibit 4.

20. Further, in Spring 2019, despite ODOT’s repeated statements prohibiting the installation of fixed speed cameras, Defendants installed two permanently-affixed speed cameras on Village-owned utility poles within municipal limits of the Village: 1) at the intersection of U.S. Highway 52 and Front Street (“Front St. Camera”), and 2) near the intersection of U.S. Highway 52 and Adamson (“Adamson Camera”) (collectively, with the Front St. Camera, the “Speed Cameras”). Both Speed Cameras recorded alleged speed limit violations on U.S. Highway 52.

21. Between May 1, 2019 and May 31, 2019, Defendants issued “warnings” for alleged speed limit violations captured by the Speed Cameras. The warnings did not fine alleged violators any amount, but instead warned the registered owner of the vehicle of the alleged violation.

22. Beginning June 1, 2019, Defendants began issuing citations for alleged speed limit violations using the Speed Cameras (“Citations”).

23. However, Defendants did not obtain authorization from the Director of ODOT to install the Speed Cameras, as required by R.C. § 4511.10. Thus, all of the Citations are invalid.

24. On July 1, 2019, Plaintiff Phillips received a Citation from Defendants notifying him that the Adamson Camera had recorded an alleged speed limit violation on June 25, 2019, for allegedly traveling 64 m.p.h in a 50 m.p.h. zone. A copy of Phillips’s Citation is attached hereto as Exhibit 5.

25. Phillips’ Citation imposed a fine in the amount of \$85.00. The Citation issued to Phillips states that payment is due by July 31, 2019. Phillips has not paid the Citation.

26. On July 1, 2019, Plaintiff Cottrell received a Citation from Defendants notifying him that the Adamson Camera had recorded an alleged speed limit violation on June 27, 2019 for allegedly traveling 62 m.p.h. in a 50 m.p.h. zone. A copy of Cottrell’s Citation is attached as Exhibit 6.

27. Cottrell’s Citation imposed a fine in the amount of \$85.00. The Citation issued to Cottrell states that payment is due by July 31, 2019. Cottrell has not paid the Citation.

28. On July 1, 2019, Plaintiff Smith received a Citation from Defendants notifying her that the Adamson Camera had recorded an alleged speed limit violation on June 1, 2019, for allegedly traveling 61 m.p.h. in a 50 m.p.h. zone. A copy of Smith’s Citation is attached as Exhibit 7.

29. Smith's Citation imposed a fine in the amount of \$85.00. The Citation issued to Smith states that payment is due by July 31, 2019. Smith has not paid the Citation.

30. On June 27, 2019, Plaintiff Hauke received two Citations from the Defendants. The first Citation from the Defendants notified her that the Adamson Camera had recorded an alleged speed limit violation on June 4, 2019, for traveling 62 m.p.h. in a 50 m.p.h. zone. The second Citation from the Defendants notified her that the Adamson Camera had recorded an alleged speed limit violation on June 6, 2019, for traveling 63 m.p.h. in a 50 m.p.h. zone. A copy of Hauke's Citations are attached as Exhibit 8.

31. Hauke's Citations each imposed a fine in the amount of \$85.00, or \$170.00 total. Each of the Citations issued to Hauke states that payment is due by July 27, 2019. Hauke has not paid either Citation.

32. On July 18, 2019, the Clermont Sun published an article titled "New Richmond Suspends Speed Camera Program." The article contains non-refuted information that, since the Speed Cameras were installed, Defendants issued 621 Citations in June 2019.

CLASS ACTION ALLEGATIONS

33. **Class Definition:** Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23(b)(3), on behalf of themselves and a nationwide class of similarly situated individuals (the "Class"), defined as follows:

All persons who were issued a citation from either the Front St. Camera or the Adamson Camera for allegedly traveling in excess of the posted speed limit on and after June 1, 2019.

34. Plaintiffs propose to represent a subclass of individuals and entities ("Subclass 1"), defined as follows

All persons who were issued a citation from either the Front St. Camera or the Adamson Camera for allegedly traveling in excess of the posted speed

limit on and after June 1, 2019, and who paid any fines, penalties, fees, or other charges in relation to the citation.

35. Plaintiffs additionally propose to represent a subclass of individuals and entities (“Subclass 2”), defined as follows:

All persons who were issued a citation from either the Front St. Camera or the Adamson Camera for allegedly traveling in excess of the posted speed limit on and after June 1, 2019, and who have not paid any fines, penalties, fees, or other charges in relation to the citation.

36. Excluded from the Class, Subclass 1, and Subclass 2 are: (1) Defendants, Defendants’ agents; (2) the Judge to whom this case is assigned and the Judge’s immediate family; (3) any person who executes and files a timely request for exclusion from the Class; (4) any persons who have had their claims in this matter finally adjudicated and/or otherwise released; and (5) the legal representatives, successors and assigns of any such excluded person.

37. On information and belief, the proposed Class and Subclasses consist of hundreds of individuals. Therefore, the Class and Subclasses are so numerous and dispersed that joinder is impracticable. The exact number of Class and Subclass members is presently unknown, can only be ascertained through discovery, and can easily be identified through Defendants’ records or by other means.

38. All members of the Class and Subclasses have been subject to and affected by a uniform course of conduct committed by Defendants: specifically, receiving at least one automated speed enforcement Citation from either the Front St. Camera or the Adamson Camera, for allegedly traveling in excess of the posted speed limit, despite the fact that neither Speed Camera was permitted to be installed by ODOT. There are questions of law and fact common to the proposed Class and Subclasses that predominate over individual questions. These include, but are not limited to, the following:

- a. Whether the Front St. Camera and/or the Adamson Camera were installed and operated in violation of R.C. § 4511.10;
- b. Whether the Village denied Plaintiffs and Class members their rights protected by the United States Constitution;
- c. Whether the Village denied Plaintiffs and Class members their rights protected by the Ohio Constitution;
- d. Whether Defendants have been unjustly enriched by collection and retaining the penalties, fees, and other charges that have been paid by Plaintiffs and members of the Class and Subclass 1;
- e. Whether Defendants should be ordered under principles of equity to disgorge all payments made to them by Plaintiffs and members of the Class and Subclass 1; and
- f. Whether Defendants should be ordered under principles of equity to dismiss with prejudice all tickets issued to all members of the Class, Subclass 1, and Subclass 2.

39. In all relevant respects, Plaintiffs are typical of those of the Class members in that Plaintiffs, like the other members of the Class, were improperly issued Citations for alleged speed violations from the Speed Cameras.

40. Plaintiffs will adequately protect the interests of the Class, and do not have any interests adverse to the Class.

41. With the help of qualified counsel who are experienced in such litigation, Plaintiffs are capable of adequately representing the Class for any and all purposes in that Plaintiffs, like the other members of the Class, received Citations from the Speed Cameras, which were not approved by ODOT, as is required by Ohio law.

42. A class action is the superior method for fairly and efficiently adjudicating the controversy. The prosecution of separate actions creates a risk of inconsistent or varying judgments that would establish incompatible standards of conduct. Further, the expense and

burden of litigation would make it impractical or impossible for proposed Class and Subclass members to prosecute their claims individually.

COUNT ONE:
(DUE PROCESS VIOLATION, 42 U.S.C. § 1983; ATTORNEY’S FEES, 42 U.S.C. § 1988)
(On behalf of the Class, Subclass 1, and Subclass 2, and against the Village)

43. Plaintiffs restate and incorporate all of their statements and allegations contained in paragraphs 1 through 42, in their entirety, as if fully rewritten herein.

44. At all relevant times, there was in full force United States Code, Title 43, Section 1983. Section 1983 provides that: “every person who, under color of [law] of any State . . . subjects, or causes to be subjected, any [person] to the deprivation of any rights . . . secured by the Constitution and laws, shall be liable to the party injured in an action at law” 42 U.S.C. § 1983.

45. The Fourteenth Amendment of the United States Constitution provides that no state shall “deprive any person of life, liberty, or property, without due process of law.”

46. The Village has an unconstitutional policy, practice, and custom of using automated traffic enforcement systems—that were installed, maintained, and operated without permission from ODOT—to issue Citations imposing civil penalties.

47. R.C. § 4511.093(A) provides, “A local authority may utilize a traffic law photo-monitoring device for the purpose of detecting traffic law violations.”

48. R.C. § 4511.097(A) provides, “A traffic law violation for which a ticket is issued by a local authority [at a time subsequent to the violation] is a civil violation.”

49. R.C. § 4511.10 provides, “The department of transportation may place and maintain traffic control devices . . . upon all state highways No local authority shall place or maintain

any traffic control device upon any highway under the jurisdiction of the department except by permission of the director of transportation.”

50. The Village’s conduct as described herein violates 42 U.S.C. § 1983 because the Village, under color of statutes, ordinances, regulations, customs, and usages of the State of Ohio, deprived Plaintiffs and members of Class and Subclasses of their property without due process of law by issuing Citations for alleged violations recorded by the Front St. Camera and the Adamson Camera, without proper authorization from the Ohio Dept. of Transportation.

51. There exists no adequate post-deprivation remedy for Plaintiffs and the members of Class because Defendants continue to seek enforcement of the Citations.

52. As a direct and proximate result of such wrongful actions, as described herein, Plaintiffs and members of the Class and Subclasses were deprived of their right to due process.

53. Pursuant to 42 U.S.C. § 1983, Plaintiffs and members of the Class and Subclass 1 are entitled to recover compensatory and punitive damages for the Village’s violations of their Fourteenth Amendment rights.

54. Plaintiffs and members of the Class and Subclasses are entitled to recover reasonable attorneys’ fees, pursuant to 42 U.S.C. § 1988.

COUNT TWO:
(DECLARATORY JUDGMENT - VIOLATION OF OHIO CONSTITUTION)
(On behalf of the Class, Subclass 1, and Subclass 2 and against the Village)

55. Plaintiffs restate and incorporate all of their statements and allegations contained in paragraphs 1 through 42, in their entirety, as if fully rewritten herein.

56. Section 6, Article 1 of the Ohio Constitution guarantees that every person injured in its lands, goods, person, or reputation shall have remedy by “due course of law”.

57. The decision of the Mayor, City Council, Village Administration and Police Chief of New Richmond whether intentional, negligent, or otherwise to allow Citations to be written from the Speed Cameras and enforce those Citations when neither Speed Camera was authorized by ODOT violates the Ohio Constitution's guarantee of "due course of law" by providing improper Citations which impose penalties, fines, and other penalties upon Plaintiffs, all members of the Class and Subclasses in excess of what is statutorily enforceable.

58. Pursuant to R.C. § 2721.02, Plaintiffs and members of the Class, Subclass 1, and Subclass 2 are entitled to a declaration that all Citations issued related to alleged speed limit violations recorded by either Speed Camera are invalid and unenforceable.

59. The current administrative procedures maintained by Defendants violate "due course of law" because they do not provide a recourse for an improper Citation that imposes penalties, fines, and other fees upon Plaintiffs and Class and Subclass members in excess of what is statutorily enforceable. Plaintiffs and Class and Subclass members have no meaningful procedure for notice and opportunity to challenge the Citations.

COUNT THREE:
(EQUITABLE RESTITUTION)
(On behalf of the Class and Subclass 1, and against Defendants)

60. Plaintiffs restate and incorporate all of their statements and allegations contained in paragraphs 1 through 42, in their entirety, as if fully rewritten herein.

61. The Citations issued to Plaintiffs and Class and Subclass members for alleged speed limit violations issued by Speed Cameras that were not permitted by ODOT violates Ohio Law. Therefore, the Citations are invalid and unenforceable.

62. Upon information and belief, Defendants have received thousands of dollars in revenue by issuing the Citations to Plaintiffs and Class and Subclass members.

63. Plaintiffs and all members of the Class and Subclass 1 have been adversely affected by the issuance of Citations though the payment of the civil penalties, late fees, collection fees, and interest thereon.

64. Defendants improperly collected money from Plaintiffs and members of the Class and Subclass 1 for invalid tickets.

65. As a result, Defendants have been unjustly enriched.

66. Defendants have received a benefit which it would be unconscionable for them to retain.

67. The Village is not entitled to sovereign immunity as suits seeking the return of funds wrongfully collected or held by governmental actors may be maintained in equity.

68. Ohio law permits a Plaintiff and Class and Subclass members to obtain a refund of money that a governmental agency has collected, and correct the unjust enrichment by Defendants.

69. Defendants should not be permitted to unjustly retain the penalties, fees, and other charges that have been paid by Plaintiffs and members of the Class and Subclass 1. Equity requires that Defendants be ordered to disgorge all such payments made to them and to those acting on their behalf by Plaintiffs and members of the Class and Subclass 1, plus interest.

COUNT FOUR
(CIVIL CONSPIRACY)

(On behalf of the Class, Subclass 1, and Subclass 2, and against all Defendants)

70. Plaintiffs restate and incorporate all of their statements and allegations contained in paragraphs 1 through 42, in their entirety, as if fully rewritten herein.

71. Under Ohio law, the elements of civil conspiracy are (1) a malicious combination of two or more persons; (2) causing injury to person or property; (3) the existence of an unlawful act which is independent from the conspiracy itself; and, (4) damages. *Gosden v. Louis*, 687 N.E.2d 481, 496 (Ohio 1996).

72. In a malicious combination, DTI and the Village engaged in a civil conspiracy to cause injury to Plaintiffs and Class and Subclass members by engaging in a common scheme to generate revenue through the systematic issuance of the unlawful Citations.

73. Through the fines collected from the Citations, DTI and the Village have injured and caused Plaintiffs and Class and Subclass members to suffer economic and non-economic damages as a direct and proximate cause of their malicious conspiring to issue the Citations.

74. Defendants engaged in unlawful acts independent from the conspiracy by issuing the Citations to Plaintiffs and Class and Subclass members, recorded by Speed Cameras that are not permitted by Ohio law, misrepresenting that the Citations were enforceable, and collecting money from Plaintiffs and Class and Subclass members from the Citations.

WHEREFORE, Plaintiffs Jeffery Phillips, Wayne Cottrell, Denise Smith, and Emily Hauke, individually, on behalf of the Class, Subclass 1, and Subclass 2, respectfully request this Court grant the following relief against Defendants:

- A. For a finding that this action satisfies the prerequisites for maintenance as a Class Action and an Order certifying the Class, Subclass 1, and Subclass 2 as defined herein;
- B. For an Order designating Plaintiffs as representatives of the Class, Subclass 1, and Subclass 2 as defined herein;
- C. For an Order designating Plaintiffs' Counsel as Class Counsel for the Class, Subclass 1, and Subclass 2 as defined herein;
- D. For a declaration that all Citations issued to Plaintiffs, Subclass 1, and Subclass 2 members are invalid;
- E. For a declaration that all Citations issued to Plaintiffs, Subclass 1, and Subclass 2 members from the Speed Cameras are invalid;
- F. For an award of all amounts collected by the Defendants or their agents to be returned to the Plaintiffs and Class and Subclass 1 members;
- G. For an award of punitive damages against Defendants;

- H. For an award of attorney's fees and costs, including interest thereon, as allowed or required by law; and
- I. Such other and further relief as may be just and proper.

Respectfully submitted,

/s/ Marc E. Dann
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Attorneys for Plaintiffs and the Class

JURY DEMAND

Plaintiffs hereby request a trial by jury on all issues so triable.

/s/ Marc E. Dann
Marc E. Dann (0039425)
Brian D. Flick (0081605)
Michael A. Smith, Jr. (0097147)
Dann Law

ORDINANCE 2018-14
VILLAGE OF NEW RICHMOND, OHIO

Council for the Village of New Richmond, Ohio met in regular session this 21st day of July, 2018 with the following members present:

Richard Feldkamp,
Melanie Slade

Mary Allen,
Amanda Davidson,

Paul Vanderbosch,
Gary Skeene

Councilperson Feldkamp moved for adoption of the following:

**AN ORDINANCE AUTHORIZING THE ENACTMENT OF A VILLAGE SPEED
CAMERA ENFORCEMENT PROGRAM AND A CONTRACT WITH SENSYS GATSO
USA, INC., WITH RESPECT TO SUCH PROGRAM**

WHEREAS, Ohio law allows municipalities to enact speed camera enforcement programs; and

WHEREAS, speeding is one of the major causes of accidents, deaths, and injuries; and

WHEREAS, studies show that speed cameras significantly reduce the number of speeding violations and crashes; and

WHEREAS, traditional enforcement forces police officers to follow and stop a violator in order to cite the violator, but traffic volume and safety considerations mean that police officers can only apprehend a fraction of the violators, putting officers, motorists, and pedestrians at risk; and

WHEREAS, the Village of New Richmond believes that use of speed cameras will help prevent speeding and will benefit the public's health, safety, and welfare as well as the health, safety, and welfare of the residents and employees of the Village of New Richmond.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the Village of New Richmond, Ohio, with 5 of its members concurring:

Section 1: Authorizes the enactment of a speed camera enforcement program to deter speeding, red-light running, etc., and increase traffic safety within the Village of New Richmond.

Section 2: Does hereby authorize the Village Administrator and/or Mayor on behalf of the Village to execute the contract with Sensys Gatso USA, Inc., attached hereto as Exhibit "A" to install cameras at Village locations for the purpose of enforcing speeding, red-light running, etc.

EXHIBIT 1

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Council and any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

Councilperson Skeene seconded the motion to adopt the foregoing Ordinance and upon roll call the vote was as follows:

Richard Feldkamp	<u>yes</u>
Mary Allen	<u>yes</u>
Paul Vanderbosch	<u>no</u>
Melanie Slade	<u>yes</u>
Amanda Davidson	<u>yes</u>
Gary Skeene	<u>yes</u>

First Reading	<u>6-25-2018</u>
Second Reading	<u>7-10-2018</u>
Third Reading	<u>7-24-2018</u>

Adopted: 7-24-2018
Date

ATTEST:
Kelly Painter
CLERK OF COUNCIL, Kelly Painter

Ramona Carr
MAYOR, Ramona Carr

Approved as to form ~~and content~~:

[Signature]
SOLICITOR, Scott Sollmann

CERTIFICATION OF VILLAGE FISCAL OFFICER

I hereby certify that funds are available and have been lawfully appropriated, authorized or directed for the purposes identified in the attached resolution, and are in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrance.

Dated: 9-25-18
Lynn Baird
Lynn Baird, Village Fiscal Officer

Customer Agreement

This Customer Agreement ("Agreement") is made on January 01, 2019 (the "Effective Date"), between Sensys Gatso USA, Inc., a Delaware corporation with a principal business address at 900 Cummings Center, Suite 222-T, Beverly, Massachusetts 01915 ("Sensys Gatso") and the Village of New Richmond, with a principal business address at 102 Willow St. New Richmond, OH. (the "Village").

WHEREAS, the Village wishes to retain the technology and business services of Sensys Gatso to provide an automated speed and red-light enforcement program as further defined in Section 3.2 of this Agreement (the "Services"), as part of the Village's automated traffic law enforcement program; and

WHEREAS, Sensys Gatso agrees to provide the Services, including the hardware and software to provide and implement an automated speed and red-light enforcement system ("System"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

1. AGREEMENT TERM; TERMINATION

- 1.1. Initial Term; Extensions. The Agreement shall commence on the Effective Date and continue for a period of five year(s) (the "Initial Term"). Upon expiration of the Initial Term, the Agreement will automatically renew for two subsequent two-year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term"), unless either party provides a written notice to terminate not later than thirty (30) days prior to expiration of the then-current Initial Term or Renewal Term. Renewal Terms are subject to renewal pricing which shall be mutually agreed upon by the parties no less than sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term.
- 1.2. Termination By Agreement. This Agreement may be terminated at any time by the mutual written agreement of Sensys Gatso and the Village.
- 1.3. Termination For Cause. Either party may terminate this Agreement for cause if: (a) the other party has breached its obligations under this Agreement; (b) applicable law is amended, or the Ohio Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by Sensys Gatso; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement, the notice must provide the other party with an opportunity to cure the breach within thirty (30) days after receipt of the notice. No termination fee shall be required with respect to termination for cause under this paragraph. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, Sensys Gatso or the Village may suspend the System and all associated Services immediately upon the effective date of such amendment or ruling, as applicable.
- 1.4. Termination By the Village For Convenience. The Village may terminate this Agreement at any time one (1) year after the System has become operational, at its convenience by giving written notice to Sensys Gatso not less than sixty (60) days prior to the termination date. If the Village terminates this Agreement for convenience at any time within the Initial Term, then the Village



must pay Sensys Gatso a fee in the amount of \$520 per month per Fixed Location Enforcement unit, as defined in Section 3.2, for each month that remains in the Initial Term as of the Effective Date or Termination, as defined in Section 1.5 (the "Termination Fee"). The Termination Fee must be paid within thirty (30) days after the Effective Date of Termination as defined in Section 1.5. There is no Termination Fee if the Village terminates at the end of the Initial Term or during any Renewal Term.

- 1.5. Cessation of Activities Except Pending Violations. On the first day after the termination date or expiration of this Agreement ("Effective Date of Termination"), the image capture activities provided by Sensys Gatso under this Agreement shall cease immediately. Nevertheless, unless otherwise prohibited by law, all photo-enforcement violations in process or captured prior to the Effective Date of Termination, will continue until final disposition is reached on the violations and Sensys Gatso will continue to provide Services related to the process leading to such judgment, if any.
- 1.6. Removal Of Hardware, Equipment; Restoration. Upon the termination of this agreement, Sensys Gatso shall promptly retrieve all Fixed Location Enforcement units, as defined in Section 3.2, which retrieval shall be completed no later than forty-five (45) days after the Effective Date of Termination. The Village shall not charge any storage fees for any Speed or Red-Light Enforcement units during this forty-five (45) day period.

2. COMPENSATION

- 2.1. Amount. The Village shall pay to Sensys Gatso the following fee for the System and related Services: A "Per Citation Fee" of \$37.00 per paid citation for automated speed or red-light enforcement violations detected by either a Fixed Location Enforcement unit, as defined in Section 3.2.
- 2.2. Fee Payment.
 - 2.2.1. Invoicing. Sensys Gatso shall provide an itemized statement to the Village within ten (10) days of each infraction fees sweep from the Master Account to the Village-designated account as described in Section 3.13. Each invoice shall indicate the total amount collected and the revenue fee deducted by Sensys Gatso from such amounts.
 - 2.2.2. Fees are Sole Compensation. The fees required pursuant to this Section 2, shall be Sensys Gatso's sole compensation for the Service described herein. Except as explicitly set forth herein, all costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the System and all related hardware and equipment shall remain the responsibility of Sensys Gatso.

3. SCOPE OF WORK

- 3.1. Sensys Gatso Project Manager. Sensys Gatso will designate one Sensys Gatso employee as the Village's principal contact at Sensys Gatso ("Sensys Gatso Project Manager").
- 3.2. The System. The System provided by Sensys Gatso to the Village will consist of one (1) or more fixed location speed or red-light enforcement units installed at locations as set forth in

Section 3.3 (each a "Fixed Location Enforcement unit"), and all technology required for violation package processing described herein.

- 3.3. Location of Fixed Location Enforcement Units. Fixed Location Enforcement units will be installed by Sensys Gatso on Village owned or controlled poles at the locations identified by the Village and agreed in writing by Sensys Gatso. The Village will provide Sensys Gatso with access to such poles and electricity for operation of the Fixed Location Enforcement units on such poles at no charge to Sensys Gatso. Each Fixed Location Enforcement unit installed on a Village owned or controlled pole will remain installed in a single location for the Term. If no Village owned or controlled pole is available at a location identified by the Village and agreed in writing by Sensys Gatso, then Sensys Gatso shall be solely responsible for the installation, including, but not limited to, construction costs, of the Fixed Location Enforcement units, subject to the additional terms set forth in Exhibit A.
- 3.4. Signage. If required by State legislation or local governing ordinance, Sensys Gatso will provide and install signage at no cost to the Village informing inbound traffic that the Village utilizes traffic law photo-enforcement devices to enforce traffic laws.
- 3.5. 24-Hour Operation. Sensys Gatso shall operate the server components of the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, including System maintenance and repairs as set forth in Section 3.6, and Force Majeure as set forth in Section 5.4.
- 3.6. System Maintenance; Repairs; Logs. Sensys Gatso shall maintain the System and shall promptly repair or replace any damaged or defective equipment at its own expense except if the damage was caused by the negligence of the Village personnel. Sensys Gatso will perform annual calibration of the Fixed Location Speed Enforcement units on an annual basis and shall provide the Village with reports showing the results of the calibration testing, confirming that the calibration is accurate. At least quarterly during the Term, the Village police personnel will verify calibration of the Fixed Location Speed Enforcement units using a Sensys Gatso-supplied, GPS-enabled, speed sensor box. Sensys Gatso shall perform preventative maintenance and cleaning of System components on a regularly scheduled basis, including review, cleaning and testing of camera settings and operation, communications, and other System components. Sensys Gatso will use commercially reasonable efforts to notify the Village and initiate repairs to the System within seventy-two (72) hours after identification of any damage, defect, or material issues relating to calibration or accuracy of speed measurement.
- 3.7. System Upgrades. In the event Sensys Gatso makes upgrades to the software or related performance capabilities of the System generally available to its customers, Sensys Gatso will provide such upgrades without charge to the Village.
- 3.8. Village Personnel Training. Sensys Gatso will provide System training, including training documentation, to Village personnel designated by the Village.
- 3.9. Images and Data; Violation Package. Sensys Gatso will upload encrypted violation images and embedded violation data to a Sensys Gatso server in a timely manner. Sensys Gatso shall correlate images and data with DMV records, and shall assemble the images and data into an electronic violation package (a "Violation Package") in such a manner so as to allow the Village to carry out those responsibilities set forth in Section 4.3 of this Agreement.
- 3.10. Processing Of Violation Package. Sensys Gatso shall process Violation Packages through a system that utilizes commercially reasonable security protocols and that shall be accessible by the Village's Police Department ("PD") through the internet to review, and approve or reject, each violation before a notice of violation is issued related to that violation. Sensys Gatso shall

notify the Village of the list of supported web browsers for accessing this system. Sensys Gatso will use commercially reasonable efforts to process violation images and send a Violation Package to the PD for review within ten (10) business days after the violation has occurred. Sensys Gatso shall provide reasonable aid and assistance in the prosecution of citations issued hereunder, including the provision of fact witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no charge to the Village.

- 3.11. Notices of Violation. After the Village's review and approval of a violation as set forth in Section 4.3, Sensys Gatso shall issue a notice of violation with images and data related to the notice of violation by mail within ten (10) days. The citation shall include images of the alleged traffic law infraction and shall be in a form mutually agreed upon by the parties. The System shall allow the registered owner or owners of a cited vehicle to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code issued as part of the notice of violation. Additionally, Sensys Gatso will maintain a toll-free telephone number for registered owners to discuss notices of violation and make payments, with hours of 8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays. With respect to any registered owner who has not paid the citation within thirty days of mailing of the notice of violation, Sensys Gatso shall send a 2nd notice, in a form mutually agreed upon by the parties.
- 3.12. Payment Methods; Collection of Infraction Fees. Sensys Gatso shall provide the registered owner or owners of a cited vehicle the following payment methods: "pay by web," "pay by telephone," and "pay by mail" for the payment of notices of violation issued through the System. Sensys Gatso may pass through to violators any reasonable credit card convenience fees imposed upon Sensys Gatso by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Any registered owner that does not wish to pay the Credit Card Convenience Fee may remit payment to Sensys Gatso by mail in the form of a money order or check drawn upon a U.S. bank. The Village shall have no obligation for the payment of any Credit Card Convenience Fees.
- 3.13. Deposit of Infraction Fees. Sensys Gatso will collect infraction fees from those who voluntarily pay in response to notices issued by Sensys Gatso and shall place such fees in a separate account with a banking institution approved by the Village ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Village-designated bank account by Sensys Gatso; and (b) and for the Village to have viewing rights to the Master Account. Sensys Gatso will sweep infraction fees collected from the Master Account to the Village-designated bank account on or around the 1st and the 15th of each month, provided, however, that Sensys Gatso shall deduct from each fund sweep amounts owed for Services pursuant to Section 2.2.
- 3.14. Further Action by the Village. If a registered owner disputes responsibility for a violation and a different violator is identified by the recipient of the notice of violation, then Sensys Gatso will reissue the citation to that different violator within ten (10) days after such identification.
- 3.15. Storage Of Violation Packages. Sensys Gatso will store all captured violation data and images for three (3) years after final adjudication of such violation. The Village shall have reasonable access to the Violation Packages during the storage period.
- 3.16. NLETS Requirements. All authorized Sensys Gatso or personnel reviewing the vehicle registration information obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of the Village shall comply with all applicable State of Ohio and NLETS requirements.

3.17. Reports. Sensys Gatso shall provide to the Village functionality to run reports with regard to the functioning of the System, including but not limited to the number of captured violations, the number of violations sent for PD approval, the number of notices of violation issued, the number of notices of violation paid, the aggregate amount paid regarding said notices of violation, the number of contested notices of violation, the amount of scheduled and unscheduled downtime of the System, and such other data as may be reasonably requested by the Village.

3.18. Public Awareness. Sensys Gatso shall assist and support the Village's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. Sensys Gatso shall provide the Village with a pamphlet that the Village may reproduce and distribute to the Village residents; such pamphlet shall include a description of the operation of the System in non-technical terms.

3.19. Insurance. Sensys Gatso shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.19.

3.19.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	statutory
Employer's Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to the State of Ohio

3.19.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.19.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.19.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in 3.19.1 through 3.19.3 above.

3.19.5. Sensys Gatso shall list the Village as an additional insured under all of the policies described in this Section 3.19 and shall file with the Village certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.19 prior to commencing work on the System.

4. VILLAGE RESPONSIBILITIES

4.1. Village Project Manager. The Village will designate one Village employee as Sensys Gatso's principal contact at the Village ("Village Project Manager").

4.2. Cooperation. The Village will cooperate with Sensys Gatso during all aspects of the planning, installation, implementation, and operation of the System and perform any other Village obligations set forth in this Agreement.

4.3. Review of Violations. The Village will provide sworn Village police officers, community service officers or any other Village employee designated by the Village to carefully review each

Violation Package to determine whether: (a) the violation is approved and notices of violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Village Project Manager will report to Sensys Gatso the basis for the rejection. The Village is solely responsible for determining which violations identified by Sensys Gatso are issued as citations.

- 4.4. Access to Information Services. To the extent required by NLETS, the Village will provide written authorization (in a form reasonably acceptable to the Village) for Sensys Gatso and its subcontractors to perform Motor Vehicle Division (Ohio Bureau of Motor Vehicles) inquiries on behalf of the Village.
- 4.5. Collection of Unpaid Fines. In the event a violator fails to pay or contest a notice of violation as set forth in Section 3, the Village may refer such matters to a third-party collections agency or law firm to recover all costs of the fines, including collections costs and expenses for failure to pay in a timely manner. Any amounts collected pursuant to this Section 4.5 will be deemed infraction fees collected for the purposes of Section 2.1 and subject to the Per Citation Fee set forth in Section 2.1. In the event that the Village fails to timely engage a collections agency, Sensys Gatso may, at its option and expense, retain such an agency to recover such fines and costs.
- 4.6. The Village shall ensure that any stop-bar at an intersection enforced by a Fixed Location Red Light Enforcement unit will be freshly painted and clearly visible throughout the Term.

5. GENERAL PROVISIONS

5.1. Indemnification Obligations.

5.1.1 To the extent not prohibited by the constitution or laws of the State of Ohio, the Village shall indemnify, defend, and hold harmless Sensys Gatso and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to equipment suppliers and installers) (the "Sensys Gatso Indemnitees") from and against any and all third party claims arising out of or related to:

- a. any material breach of the representations and warranties of the Village set forth in Section 5.3.2;
- b. negligence or misconduct of the Village or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Sensys Gatso Indemnitee;
- c. the validity of the results of the Village's use of the System or any portion thereof; or the validity of any citation issued, prosecuted, and collected as a result of the Village's use of the System except to the extent caused by Sensys Gatso's failure to comply with the terms of the Agreement.

5.1.2 Sensys Gatso shall indemnify, defend, and hold harmless the Village and its elected officials, officers, employees, agents, attorneys, representatives, and permitted

assignees and all persons acting by, through, under or in concert with them (the "Village Indemnitees") from and against any and all third-party claims arising out of or related to:

- a. any material breach of the representations and warranties of Sensys Gatso set forth in Section 5.3.1;
- b. negligence or misconduct of Sensys Gatso or its employees, contractors, or agents that results in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the negligence or misconduct of any Village Indemnatee; or
- c. a claim that the System infringes the copyright or U.S. patent of a third party. In the event such a claim is made or appears likely to be made, Sensys Gatso will either: (a) enable the Village to continue to use the System, (b) modify the System to render it non-infringing; or (c) replace the System with a replacement System at least functionally equivalent. If Sensys Gatso determines that none of these alternatives is reasonably available, Sensys Gatso shall have the right to terminate this Agreement effective immediately.

5.1.3. In the event of any third-party claim, action, or demand for which a party seeks indemnification from the other pursuant to this Section 5.1 (each a "Claim"), the Indemnified Party must give the Indemnifying Party written notice of such Claim promptly after the Indemnified Party first becomes aware of it. The Indemnifying Party will have the right to choose counsel to defend against the Claim (subject to approval of such counsel by the Indemnified Party, which approval may not be unreasonably withheld, conditioned, or delayed) and to control and settle the Claim. The Indemnifying Party will have the right to participate in the defense of the Claim at its sole expense.

5.2. LIMITATION OF LIABILITY. EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY THE PARTIES HEREUNDER PURSUANT TO SECTION 2.1 DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY OF THE VILLAGE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.1.1 SHALL BE LIMITED TO \$500,000.00.

5.3. Representations and Warranties.

5.3.1. Sensys Gatso represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement;

- b. the System is provided and will continue to perform in accordance with this Agreement;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services described herein in compliance with all applicable federal, State of Ohio, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;
- e. it is not barred by law from contracting with the Village or with any other unit of state or local government as a result of (a) a delinquency in the payment of any tax administered by the Ohio Department of Taxation unless Sensys Gatso is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (b) any finding of recovery made against Sensys Gatso by the Ohio Auditor of State;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that Sensys Gatso, in procuring this Agreement, has colluded with any other person, firm, or corporation, then Sensys Gatso will be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement will be null and void, at the Village's option; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. Sensys Gatso further represents and warrants to the Village that Sensys Gatso and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.3.2. The Village represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, State of Ohio, and local procurement requirements in connection therewith; and
- b. it will utilize the System in compliance with all applicable federal, State of Ohio and local laws.

5.3.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.3:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
 - b. SENSYS GATSO MAKES NO WARRANTY THAT THE SERVICES AND/OR SYSTEM WILL MEET THE VILLAGE'S REQUIREMENTS, OR THAT THE SERVICES AND/OR SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SENSYS GATSO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES AND/OR SYSTEM.
- 5.4. Force Majeure. Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (i) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (ii) are beyond the control of the party obligated to perform, and (iii) materially hinder or interfere with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.
- 5.5. Relationship between Sensys Gatso and the Village. Sensys Gatso is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.6. Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Sensys Gatso may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.7. Escalation Procedure. The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement.
- 5.7.1. When a conflict arises between the Village and Sensys Gatso, the project team members will first strive to work out the problem internally.
 - 5.7.2. If the project team cannot resolve the conflict within five (5) business days, the Village Project Manager identified pursuant to Section 4.1 and the Sensys Gatso Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.

5.7.3.If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of Sensys Gatso will meet with the Village Mayor and/or Fiscal Officer within five (5) days to resolve the issue.

5.7.4.If the conflict remains unresolved as described in Section 5.7.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2.

5.7.5.During any conflict resolution, Sensys Gatso agrees to provide those Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. The Village agrees to pay invoices per the Agreement.

5.8. Applicable Law; Jurisdiction and Venue. This Agreement is governed by and construed in all respects in accordance with the laws of the State of Ohio, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in the Butler County Common Pleas Court, Butler County, Ohio, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

5.9. Entire Agreement; Amendment. This Agreement and its exhibits constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and its exhibits may only be amended by a writing specifically referencing this Agreement which has been signed by authorized representatives of the parties.

5.10. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original.

5.11. Enforceability. If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.

5.12. Waiver. An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.

5.13 Notices. Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested at the addresses first set forth above, or immediately if by confirmed facsimile or electronic mail, to the parties at the following email addresses:

If to the Village: groberts@newrichmond.org; and

If to Sensys Gatso: a.noble@sensysgatso.com.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Sensys Gatso and New Richmond, Ohio have caused this Agreement to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:
Sensys Gatso USA, Inc.

By _____
Authorized signature

Andrew Noble
President

Date:

Agreed to:
The Village of New Richmond, Ohio

By Ramona Carr
Authorized signature

Name: Ramona Carr
Title: Mayor

Date: 1-8-2019

Attested to:

By _____
Authorized signature

Name (type or print):

Date:

Attested to:

By Greg Roberts
Authorized signature

Name (type or print): Greg Roberts

Date: 1-8-2019

EXHIBIT A

Additional Terms and Conditions for
Installation of Camera Poles

In the event that Sensys Gatso is required to install one (1) or more camera poles pursuant to Section 3.3, the following additional terms and conditions shall apply:

- A. Obtaining Permits. Sensys Gatso shall prepare all permit applications, design drawings or other related documents as may be reasonably required by the Village or any other governmental entities for the installation and operation of the camera poles. The Village will provide to Sensys Gatso, at no cost, all Village permits necessary for the operation of the System and provision of the Services provided Sensys Gatso meets the minimum requirements for such permits. Sensys Gatso will use commercially reasonable efforts to obtain any other necessary permits for the camera poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the System. The Village will reasonably assist Sensys Gatso in securing necessary permits from other governmental agencies, as required.
- B. Installation. Sensys Gatso will commence installation of the camera poles within ten (10) business days after any and all necessary State of Illinois, County, and Village permit applications have been approved and such permits have been received. Sensys Gatso shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any Village owned or controlled equipment at any intersection where the System will be installed, such upgrades shall be the sole responsibility of the Village. Sensys Gatso may elect to add a separate circuit breaker to the traffic control system power source to obtain electric power for the System. Sensys Gatso will use commercially reasonable efforts to complete installation of the System in a timely manner.
- C. Removal Of Hardware, Equipment; Restoration. Upon any expiration or termination of this Agreement, Sensys Gatso shall remove any poles and related equipment and restore such intersections to substantially the same condition as existed prior to this Agreement. Notwithstanding the foregoing, Sensys Gatso will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. Sensys Gatso shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

transportation.ohio.gov

July 20, 2018

Mr. Greg Roberts
Administrator
Village of New Richmond
102 Willow Street
New Richmond, OH 45157

Re: Speed Cameras

Dear Mr. Roberts,

I recently read an article regarding the potential to install speed cameras and related signage along US 52 in New Richmond. According to the article, on July 24 your Village Council is expected to approve a camera-based program for speed and traffic light enforcement.

As you may know, under Ohio Revised Code Section 5515.01, the Director of Transportation has sole discretion to permit use of ODOT rights of way and ODOT owned structures. The Director has determined to exercise that discretion to not permit placement of speed enforcement cameras or related signage in ODOT right of way or on ODOT owned structures.

Should you have any questions or need additional information, please contact me at (513) 933.6575

Respectfully,

A handwritten signature in blue ink that reads "Thomas G. Makris".

Thomas G. Makris, P.E.
District 8 Permits

c: T. Campbell, S. Spinosa, T. Arnold

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

EXHIBIT 2



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

transportation.ohio.gov

September 11, 2018

Mr. Greg Roberts
Village of New Richmond Administrator
Light Ashburn Building
102 Willow St.
New Richmond, OH 45157

Dear Mr. Roberts,

The Director of the Ohio Department of Transportation (ODOT) received input from interested parties about recent changes to the department's policy on permitting traffic speed enforcement cameras and associated signage within the right of way of Ohio interstates and state routes. The Director has reviewed the feedback and evaluated the policy outlined in our previous letter to you.

State law does permit the use of portable traffic speed enforcement cameras by law enforcement agencies within their own jurisdictions, including on state routes and interstates. In an effort to help ensure these law enforcement actions are transparent to the public, ODOT is clarifying its previous position on permitting notification signage in state owned rights of way.

The final guidance for permitting photo monitoring devices and signage is as follows:

ODOT will not permit the installation of permanently affixed traffic law photo monitoring devices within ODOT right of way. Portable cameras operated by jurisdictions or their agents do not require permitting to operate within their boundaries or along interstates or state routes. Fixed camera placement within ODOT's right of way require approval of the Director under R.C. §§5515.01 and 5501.31. The department will not be granting permits for fixed cameras within ODOT rights of way. Any current installation must be removed by the political subdivision responsible for their placement on or before September 30, 2018.

ODOT will permit the installation of signage in the ODOT right of way at the boundary of a political subdivision operating traffic law photo monitoring devices for the purpose of notifying the travelling public the devices may be in use. This signage is required at the corporation line where traffic law photo monitoring devices are in operation within a jurisdiction. The jurisdiction must file a permit request, in accordance with ODOT's established procedures, for the installation of signs within the ODOT right of way in accordance with R.C. §4511.094, and ODOT will grant the permit request for signage on ODOT right of way at the boundary of the political subdivision. The permitted sign location must be in accordance with R.C. §§4511.10 and 4511.094. If a jurisdiction currently has signs posted that are not in compliance with R.C. §§4511.10 those signs must be removed by September 30, 2018.

If there any further questions on the permitting of traffic speed cameras and signs, please contact Patrick Piccininni, ODOT Chief Legal Counsel at 614-466-3664.

Sincerely,
Handwritten signature of Tammy K. Campbell.
Tammy K. Campbell
District 8 Deputy Director

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

EXHIBIT 3

- Mr. Feldkamp stated that with the advanced warning and locations of the cameras given there should be no problem for law abiding citizens.
- Signs will be installed 30 days prior to any citations being given.
- During the first 30 days of use all citations given will be warning tickets.

Justifications for installing the speed cameras include the following:

- Public and officer safety
- Revenue for the NRPD
- The police department operates off two old tax levies and heavily rely on the General Fund.
- The company (Sensys Gatso) has a suggested fine schedule that would need to be approved by Council
- About 20% of officer fatalities occur during traffic stops.
- No out of pocket cost for the cameras
- NRPD reviews the film before any tickets are given
- There will be an opportunity to appeal all tickets on-line
- Tickets will be given to the registered owner of the vehicle.
- Yellow lights are on delays. ODOT is responsible for installing warning lights if necessary.
- Sensys Gatso will receive a % of ticket revenue.

Legislation:

First Reading:

ORDINANCE 2018-14: AN ORDINANCE AUTHORIZING THE ENACTMENT OF A VILLAGE SPEED CAMERA ENFORCEMENT PROGRAM AND A CONTRACT WITH SENSYS GATSO USA, INC., WITH RESPECT TO SUCH PROGRAM

ORDINANCE 2018-13: AN ORDINANCE AUTHORIZING ADOPTION OF AN ALTERNATIVE METHOD OF APPORTIONMENT OF THE UNDIVIDED LOCAL GOVERNMENT FUND.

Second Reading:

RESOLUTION 2018-05: AN ORDINANCE AUTHORIZING THE SUBMITTAL OF THE 2019 TAX BUDGET

RESOLUTION 2018-06: A Resolution Authorizing the Village Administrator to execute a Contract will Doll Layman, Ltd. For the New Richmond WWTP Flow Balancing Project and declaring an emergency.

Mary Allen motioned to suspend the three-reading rule for **RESOLUTION 2018-06:** A Resolution Authorizing the Village Administrator to execute a Contract will Doll Layman, Ltd. For the New Richmond WWTP Flow Balancing Project and declaring an emergency, Seconded by Gary Skeene.

Mrs. Slade: yes
Mr. Feldkamp: yes
Mr. Skeene: -yes

Mrs. Davidson: absent
Ms. Allen: yes
Mr. Vanderbosch: no

Motion failed



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

transportation.ohio.gov

July 20, 2018

Letter from ODOT on 7/20/18. Cannot mount cameras in right-of-way.

Mr. Greg Roberts
Administrator
Village of New Richmond
102 Willow Street
New Richmond, OH 45157

Re: Speed Cameras

Dear Mr. Roberts,

I recently read an article regarding the potential to install speed cameras and related signage along US 52 in New Richmond. According to the article, on July 24 your Village Council is expected to approve a camera-based program for speed and traffic light enforcement.

As you may know, under Ohio Revised Code Section 5515.01, the Director of Transportation has sole discretion to permit use of ODOT rights of way and ODOT owned structures. The Director has determined to exercise that discretion to not permit placement of speed enforcement cameras or related signage in ODOT right of way or on ODOT owned structures.

Should you have any questions or need additional information, please contact me at (513) 933.6575

Respectfully,

A handwritten signature in blue ink that reads "Thomas G. Makris".

Thomas G. Makris, P.E.
District 8 Permits

c: T. Campbell, S. Spinosa, T. Arnold

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

Letter from NR to
ODOT on 8/11/18.
Asking ODOT to
reconsider thier
decision (of NO).

Village of **NEW
RICHMOND**

August 22, 2018

Mr. Thomas G. Makris, P.E.
Ohio Department of Transportation
District 8 Permits
505 S. State Route 741
Lebanon, OH 45036

Dear Mr. Makris,

As you are probably aware, the power of any Ohio municipality to enact local police regulations is no longer dependent upon any legislative grant thereof, but instead such power is derived directly from the Constitution. Ohio Constitution, Article 18, § 3.ⁱ However, police and similar regulations under the powers of local self-government so established by the Constitution must yield to general laws of statewide scope and application, and statutory enactments representing the general exercises of police power by the state prevail over the police and similar regulations in the exercise by a municipality of the powers of local self-government.ⁱⁱ Since the Village of New Richmond is aware of no general statewide law or statutory enactment which prohibits the use of speed cameras, the New Richmond Village Council moved forward at their meeting of July 24, 2018 and passed Ordinance 2018-14 "An Ordinance Enacting a Village Speed Camera Enforcement Program".

Within the past three years New Richmond Police, Fire and EMS have responded to approximately 80 accidents on U.S. 52 in the Village of New Richmond. The Village believes that a speed and red light camera enforcement program will help reduce accidents and prevent speeding and red light running thus benefitting the health, safety and welfare of the public including the residents and employees of the Village of New Richmond. The cameras will also provide visual records of accidents at U.S. 52 intersections and other traffic data to utilize in determining future safety enhancements.

Subsequent to the passage of this ordinance, the Village has entered into a contract with Sensys Gatso, U.S.A. as our authorized agent. As such, they intend to apply for a permit to install the camera system at locations to be determined within the ODOT right of way. The Village is in receipt of your letter dated July 20, 2018 informing us as to the Director of Transportation's

phone
(513) 553-4146

fax
(513) 553-7699

web site
www.newrichmond.org

LIGHT ASHBURN BUILDING
102 WILLOW ST
NEW RICHMOND, OH 45157

decision "to not permit placement of speed camera enforcement cameras or related signage in ODOT right of way or on ODOT owned structures." We respectfully request that the Director reconsider that decision and that ODOT respect the Village of New Richmond's rights to enforce traffic codes and protect our citizens and employees along U.S. 52.

However, if the Director decides not to reconsider his decision allowing for the placement of speed camera enforcement cameras or related signage in ODOT right-of-ways or on ODOT owned structures, then the Village requests materials, documents, and maps from ODOT delineating all ODOT right-of-ways and the locations of all ODOT owned structures which exist within the Village of New Richmond so that the Village and its agent, Sensys Gatso, U.S.A., can move forward with an alternative implementation plan.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Roberts", is written over a horizontal line.

Greg A. Roberts
Village Administrator

cc: Mayor Ramona Carr
Chief Michael Couch

ⁱ *Village of West Jefferson v. Robinson*, 1 Ohio St.2d 113 (1965).

ⁱⁱ *State, ex rel. Klapp v. Dayton P. & L. Co.*, 10 Ohio St.2d 14 (1967).



OHIO DEPARTMENT OF TRANSPORTATION

John R. Kasich, Governor

Jerry Wray, Director

District 8

505 S. State Route 741, Lebanon, OH 45036

513-933-6568

transportation.ohio.gov

September 11, 2018

Mr. Greg Roberts
Village of New Richmond Administrator
Light Ashburn Building
102 Willow St.
New Richmond, OH 45157

Letter from ODOT to NR on 9/11/18.
2nd time - cannot mount cameras in right-of-way.

Dear Mr. Roberts,

The Director of the Ohio Department of Transportation (ODOT) received input from interested parties about recent changes to the department's policy on permitting traffic speed enforcement cameras and associated signage within the right of way of Ohio interstates and state routes. The Director has reviewed the feedback and evaluated the policy outlined in our previous letter to you.

State law does permit the use of portable traffic speed enforcement cameras by law enforcement agencies within their own jurisdictions, including on state routes and interstates. In an effort to help ensure these law enforcement actions are transparent to the public, ODOT is clarifying its previous position on permitting notification signage in state owned rights of way.

The final guidance for permitting photo monitoring devices and signage is as follows:

ODOT will not permit the installation of permanently affixed traffic law photo monitoring devices within ODOT right of way. Portable cameras operated by jurisdictions or their agents do not require permitting to operate within their boundaries or along interstates or state routes. Fixed camera placement within ODOT's right of way require approval of the Director under R.C. §§5515.01 and 5501.31. The department will not be granting permits for fixed cameras within ODOT rights of way. Any current installation must be removed by the political subdivision responsible for their placement on or before September 30, 2018.

ODOT will permit the installation of signage in the ODOT right of way at the boundary of a political subdivision operating traffic law photo monitoring devices for the purpose of notifying the travelling public the devices may be in use. This signage is required at the corporation line where traffic law photo monitoring devices are in operation within a jurisdiction. The jurisdiction must file a permit request, in accordance with ODOT's established procedures, for the installation of signs within the ODOT right of way in accordance with R.C. §4511.094, and ODOT will grant the permit request for signage on ODOT right of way at the boundary of the political subdivision. The permitted sign location must be in accordance with R.C. §§4511.10 and 4511.094. If a jurisdiction currently has signs posted that are not in compliance with R.C. §§4511.10 those signs must be removed by September 30, 2018.

If there any further questions on the permitting of traffic speed cameras and signs, please contact Patrick Piccininni, ODOT Chief Legal Counsel at 614-466-3664.

Sincerely,
Handwritten signature of Tammy K. Campbell in black ink.
Tammy K. Campbell
District 8 Deputy Director

Excellence in Government

ODOT is an Equal Opportunity Employer and Provider of Services

Page from 9/11/2018 Council Minutes
Misleading information. Refers to PORTABLE
not FIXED cameras.

September 11, 2018

COUNCIL MEETING

New Richmond Village Council met in Council Chambers in regular session on Tuesday, September 11, 2018 at 7:00 pm. Present: Gary Skeene, Richard Feldkamp, Melanie Slade, Mary Allen and Paul Vanderbosch - members; Ramona Carr, Mayor; Greg Roberts, Village Administrator; Kelly Painter, Clerk of Council; Scott Sollmann, Village Solicitor; Vince Bee, Fire and EMS Chief and Mike Couch, Interim Police Chief
Amanda Davidson arrived at 7:15 due to traffic.

Also attending:

David Vornholt-310 Susanna Way

Larry Prues-1059 Bethel-New Richmond Rd.

Megan Alley-Clermont Sun

Mayor Carr opened the meeting with the Pledge of Allegiance.

Council members present were Skeene, Allen, Slade, Feldkamp, and Vanderbosch.

Minutes of August 28th were presented for approval. Gary Skeene motioned to approve, Seconded by Paul Vanderbosch.

Mrs. Slade: yes

Mr. Feldkamp: yes

Mr. Skeene: yes

Mrs. Davidson: absent

Ms. Allen: yes

Mr. Vanderbosch: yes

Visitors:

David Vornholt-310 Susanna Way:

NROBA voted to support traffic cameras. Some members are concerned that the new bike path does not go up Front Street. NROBA is currently working on the Christmas program. Mr. Vornholt gave an update on the Ambassador Program.

Greg Roberts, Village Administrator:

Speed Cameras:

We received a letter late today outlining guidelines for speed and red-light cameras from ODOT. The guidelines will allow signage in the right of way and **portable camera**. No drawings of the right of way have been provided by ODOT yet.

Bethel-New Richmond Closing:

Duke is suspending the pole replacement project until 2019. Their crews will be responding to the Carolinas in anticipation of damage expected from hurricane Florence.


Paul Vanderbosch motioned to rescind the motion allowing the closing of Bethel New Richmond for Duke project, Seconded by Mary Allen

EXHIBIT 5

NOTICE OF LIABILITY
AUTOMATED SPEED & TRAFFIC ENFORCEMENT PROGRAM
Generated on 07/01/2019

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

JEFFERY RYAN PHILLIPS
2610 WILDWOOD LN
NEW RICHMOND, OH 45157



Authorization: Ordinances #2019-06 & #2019-07
As authorized by The Village of New Richmond Ohio Codified Ordinance 2019-06 & 2019-07 as amended from time to time. The vehicle owner shall be liable for a civil penalty imposed pursuant to Ohio law if such vehicle is operated at a speed in excess of those set forth in section 4511.21 or 4511.211 of the Ohio Revised Code as may be amended from time to time. Recorded images of such acts are evidence of a traffic violation. This Notice is to inform you of your liability for such a violation, and how you may respond.

On the back of this Notice you will find detailed information regarding payment, adjudication / hearing rights and assignment of responsibility.

Please review section 4511.098 of the Ohio Revised Code in order to obtain the options available to you which include requesting and initiating an administrative appeal to disclaim liability for the aforementioned traffic violation. Pursuant to RC 4511.098, failure to pay the civil fine, failure to provide an affidavit, or failure to contest liability within (30) calendar days is an admission of liability in the full amount of the civil fine assessed, and will result in the loss of your right to a hearing, and imposition of late fees. In addition, you may be subject to formal collection procedures including, but not limited to, being reported to a credit reporting agency, and a civil lawsuit.

Citation #: 047.0000058151
Pin #: 212262
Date: 06/25/2019
Time: 08:15 AM
Red Light Time: 0.00 s
Location: US52 & Adamson WB

Make: MAZD
Model: 4D
Posted Speed: 50 MPH
Vehicle Speed: 64 MPH
Plate Number: GXE7876

To View Your Violation and Make a Payment
Pay online: Visit www.viewcitation.com
Pay by mail: Checks & Money Orders made payable to The Village of New Richmond. Detach remittance slip and send along with payment.
Pay by phone: 1-855-370-4229.
Visa, Discover and MasterCard are accepted.

(Rev. 5/31/2019)

I am a duly authorized enforcement officer for the New Richmond Police Department. Based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation. Sworn to or affirmed by:
Approver: Michael Couch

Michael Couch
Chief of Police

Badge #: 6J90

QUESTIONS ABOUT THIS NOTICE OF VIOLATION? CALL THE CITATIONS PROCESSING CENTER AT 1-855-370-4229 (8AM-6PM EST)

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

Citation Number	Plate Number
047.0000058151	GXE7876
AMOUNT DUE	\$85.00
DATE DUE	07/31/2019

Make check or money order payable to:
The Village of New Richmond

Mail payments to:
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

JEFFERY RYAN PHILLIPS
2610 WILDWOOD LN
NEW RICHMOND, OH 45157

0047201907310000850000000581512

NEW RICHMOND POLICE DEPARTMENT
 Police Processing Center - New Richmond OH
 43073-2200
 (614) 881-0191



WAYNE S COTTRELL
2800 LAUREL PT ISABEL RD
MOSCOW, OH 45153



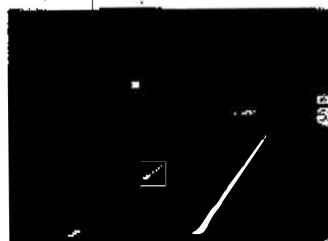
I am a duly authorized enforcement officer for the New Richmond Police Department. Based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation. Sworn to or affirmed by:
 Approver: Michael Couch

Badge #: 6J90

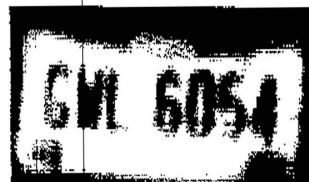
As authorized by The Village of New Richmond Ohio Codified Ordinance 2019-06 & 2019-07 as amended from time to time. The vehicle owner shall be liable for a civil penalty imposed pursuant to Ohio law if such vehicle is operated at a speed in excess of those set forth in section 4511.21 or 4511.211 of the Ohio Revised Code as may be amended from time to time. Recorded images of such acts are evidence of a traffic violation. This Notice is to inform you of your liability for such a violation, and how you may respond.

On the back of this Notice you will find detailed information regarding payment, adjudication / hearing rights and assignment of responsibility.

Please review section 4511.098 of the Ohio Revised Code in order to obtain the options available to you which include requesting and initiating an administrative appeal to disclaim liability for the aforementioned traffic violation. Pursuant to RC 4511.098, failure to pay the civil fine, failure to provide an affidavit, or failure to contest liability within (30) calendar days is an admission of liability in the full amount of the civil fine assessed, and will result in the loss of your right to a hearing, and imposition of late fees. In addition, you may be subject to formal collection procedures including, but not limited to, being reported to a credit reporting agency, and a civil lawsuit.



Date: 06/27/2019
 Time: 06:06 AM
 Red Light Time: 0.00 s
 Location: US52 & Adamson WB



Make: KIA
 Model: SW
 Posted Speed: 50 MPH
 Vehicle Speed: 62 MPH
 Plate Number: GWL6054

To View Your Violation and Make a Payment

Pay by mail: Checks & Money Orders made payable to The Village of New Richmond. Detach remittance slip and send along with payment.

Pay by phone: 1-855-370-4229.

Visa, Discover and MasterCard are accepted.

(Rev. 5/31/2019)

EXHIBIT 6



NOTICE OF LIABILITY

AUTOMATED SPEED & TRAFFIC ENFORCEMENT PROGRAM

Generated on 07/01/2019

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915



DENISE M SMITH
70 SHADY LN
AMELIA, OH 45102



I am a duly authorized enforcement officer for the New Richmond Police Department. Based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation. Sworn to or affirmed by:
Approver: Michael Couch

Michael Couch
Chief of Police



Badge #: 6J90

Authorization: Ordinances #2019-06 & #2019-07

As authorized by The Village of New Richmond Ohio Codified Ordinance 2019-06 & 2019-07 as amended from time to time. The vehicle owner shall be liable for a civil penalty imposed pursuant to Ohio law if **such vehicle is operated at a speed in excess** of those set forth in section 4511.21 or 4511.211 of the Ohio Revised Code as may be amended from time to time. Recorded images of such acts are evidence of a traffic violation. This Notice is to inform you of your liability for such a violation, and how you may respond.

On the back of this Notice you will find detailed information regarding payment, adjudication / hearing rights and assignment of responsibility.

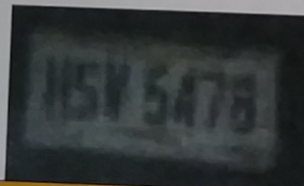
Please review section 4511.098 of the Ohio Revised Code in order to obtain the options available to you which include requesting and initiating an administrative appeal to disclaim liability for the aforementioned traffic violation. Pursuant to RC 4511.098, failure to pay the civil fine, failure to provide an affidavit, or failure to contest liability within (30) calendar days is an admission of liability in the full amount of the civil fine assessed, and will result in the loss of your right to a hearing, and imposition of late fees. In addition, you may be subject to formal collection procedures including, but not limited to, being reported to a credit reporting agency, and a civil lawsuit.



Citation #: 047.0000047801

Pin #: 514730

Date: 06/01/2019
Time: 05:06 PM
Red Light Time: 0.00 s
Location: US52 & Adamson WB



Make: STRN
Model: 4D
Posted Speed: 50 MPH
Vehicle Speed: 61 MPH
Plate Number: HSV5478

To View Your Violation and Make a Payment

Pay online: Visit www.viewcitation.com

Pay by mail: Checks & Money Orders made payable to The Village of New Richmond. Detach remittance slip and send along with payment.

Pay by phone: 1-855-370-4229.

Visa, Discover and MasterCard are accepted.

(Rev 5/31/2019)

QUESTIONS ABOUT THIS NOTICE OF VIOLATION? CALL THE CITATIONS PROCESSING CENTER AT 1-855-370-4229 (8AM-6PM EST)

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

Citation Number
047.0000047801

Plate Number
HSV5478

AMOUNT DUE	\$85.00
DATE DUE	07/31/2019

Make check or money order payable to:
The Village of New Richmond

Mail payments to:

Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

EXHIBIT 7

0047201907310000&500000000478016



DENISE M SMITH
70 SHADY LN
AMELIA, OH 45102



NOTICE OF LIABILITY

AUTOMATED SPEED & TRAFFIC ENFORCEMENT PROGRAM

Generated on 06/27/2019

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915



EMILY HAUKE
2125 IDLETT HILL RD
NEW RICHMOND, OH 45157



I am a duly authorized enforcement officer for the New Richmond Police Department. Based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation. Sworn to or affirmed by:
Approver: Michael Couch

Michael Couch
Chief of Police



Badge #: 6J90

Automated Speed & Traffic Enforcement Program

As authorized by The Village of New Richmond Ohio Codified Ordinance 2019-06 & 2019-07 as amended from time to time. The vehicle owner shall be liable for a civil penalty imposed pursuant to Ohio law if **such vehicle is operated at a speed in excess** of those set forth in section 4511.21 or 4511.211 of the Ohio Revised Code as may be amended from time to time. Recorded images of such acts are evidence of a traffic violation. This Notice is to inform you of your liability for such a violation, and how you may respond.

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Citation #: 047.0000049001

Pin #: 882099

Date: 06/04/2019
Time: 08:51 AM
Red Light Time: 0.00 s
Location: US52 & Adamson WB

Make: SUBA
Model: SW
Posted Speed: 50 MPH
Vehicle Speed: 62 MPH
Plate Number: FCF6855

To View Your Violation and Make a Payment

Pay online: Visit www.viewcitation.com

Pay by mail: Checks & Money Orders made payable to The Village of New Richmond. Detach remittance slip and send along with payment.

Pay by phone: 1-855-370-4229.
Visa, Discover and MasterCard are accepted.

(Rev. 5/31/2019)

QUESTIONS ABOUT THIS NOTICE OF VIOLATION? CALL THE CITATIONS PROCESSING CENTER AT 1-855-370-4229 (8AM-6PM EST)

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

Citation Number
047.0000049001

Plate Number
FCF6855

AMOUNT DUE	\$85.00
DATE DUE	07/27/2019

Make check or money order payable to:
The Village of New Richmond

Mail payments to:

Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915



EMILY HAUKE
2125 IDLETT HILL RD
NEW RICHMOND, OH 45157

EXHIBIT 8

0047201907270000850000000490019

Governing ordinance and state law are available for viewing at www.viewcitation.com
 Failure to pay this Notice, or to exercise one of the options prescribed below is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

To challenge this Notice of Liability - the following options are available to the registered owner:

OPTION 1: PROVIDE AN AFFIDAVIT OF DEFENSE

Within thirty (30) days after receipt of the Notice of Liability, provide the Village of New Richmond Police Department with either of the following affidavits:

- A. An affidavit executed by the registered owner stating that another person was operating the vehicle of the registered owner at the time of the violation, identifying that person as a designated party who may be held liable for the violation, and containing at a minimum the name and address of the designated party.
- B. An affidavit by the vehicle owner stating that at the time of the violation, the motor vehicle or the license plates of the motor vehicle involved were stolen or were in the care, custody, and control of some person who did not have the owner's permission to use the motor vehicle; or that the motor vehicle or license plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation.

AFFIDAVIT OF DEFENSE FORM IS PROVIDED BELOW



OPTION 2: REQUEST AN ADMINISTRATIVE HEARING

You have the right to contest this violation at an administrative hearing either in person¹ or by mail². It is recommended that you review the local ordinance and photographic evidence of the infraction to determine if you have a valid defense supporting dismissal of this citation. The request for an administrative hearing must be received by the Village Police Department, or its designee, within thirty (30) calendar days after the date of issuance of the Notice of Liability.

1

IN-PERSON ADMINISTRATIVE HEARING REQUEST

Go online to www.viewcitation.com or call 1-855-370-4229 to schedule a court date.

Failure to appear at this hearing will result in an automatic Final Notice of Determination.

You may be subject to applicable administrative court fees and/or costs. Administrative hearings will take place at:

Village Hall
 102 Willow Street
 New Richmond, OH 45157

2

CONTEST-BY-MAIL OPTION

To contest this citation by mail, download and completely fill out the **Request for By-Mail Administrative Hearing** form at www.viewcitation.com.

Please mail this form, as well as any additional documentation and/or evidence, by the due date specified on this notice. The form and associated evidence will be presented in your absence.

Citations Processing Center -
 New Richmond, OH
 PO BOX 7200
 Beverly MA 01915

Miles Per Hour Over Speed Limit

6 - 15 mph
 16 - 20 mph
 21+ mph

Amount of Penalty

\$85.00
 \$100.00
 \$115.00

Please mail affidavit to: Citations Processing Center - New Richmond OH, PO BOX 7200, Beverly, MA 01915



AFFIDAVIT OF DEFENSE

*****USE THIS FORM ONLY IF YOU ARE NOT REQUESTING AN ADMINISTRATIVE HEARING*****

- ☐ My motor vehicle was in the care, custody, or control of another person (THE FOLLOWING INFORMATION IS REQUIRED):

Name of person: _____ Address of person: _____

Person's Date of Birth: _____ Driver's License Number (if known): _____

- ☐ The vehicle had been reported stolen. Police Agency: _____ Report Number: _____

*****Please include any applicable evidence or paperwork*****

I declare under penalty of perjury that the foregoing information (and all documentation in support of my defense) is true and correct to the best of my knowledge and ability.

Signature _____ Date _____ Phone Number _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ who is personally known to me or who provided _____ as positive identification.

My Commission Expires: _____

(Signature of Notary Public)

(MY SEAL)

THE AFFIDAVIT MUST BE NOTARIZED OTHERWISE IT WILL NOT BE ACCEPTED.



NOTICE OF LIABILITY

AUTOMATED SPEED & TRAFFIC ENFORCEMENT PROGRAM

Generated on 06/27/2019

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915



EMILY HAUKE
2125 IDLETT HILL RD
NEW RICHMOND, OH 45157



I am a duly authorized enforcement officer for the New Richmond Police Department. Based on an inspection of recorded images, the motor vehicle was involved in a traffic law violation. The recorded images are prima facie evidence of that traffic law violation. Sworn to or affirmed by:
Approver: Michael Couch

Michael Couch
Chief of Police



Badge #: 6J90

Authorized Officer: 2019-06-06 06:29:07

As authorized by The Village of New Richmond Ohio Codified Ordinance 2019-06 & 2019-07 as amended from time to time. The vehicle owner shall be liable for a civil penalty imposed pursuant to Ohio law **if such vehicle is operated at a speed in excess** of those set forth in section 4511.21 or 4511.211 of the Ohio Revised Code as may be amended from time to time. Recorded images of such acts are evidence of a traffic violation. This Notice is to inform you of your liability for such a violation, and how you may respond.

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Citation #: 047.0000050061

Pin #: 580680

Date: 06/06/2019
Time: 06:29 AM
Red Light Time: 0.00 s
Location: US52 & Adamson WB

Make: SUBA
Model: SW
Posted Speed: 50 MPH
Vehicle Speed: 63 MPH
Plate Number: FCF6855

To View Your Violation and Make a Payment

Pay online: Visit www.viewcitation.com

Pay by mail: Checks & Money Orders made payable to The Village of New Richmond. Detach remittance slip and send along with payment.

Pay by phone: 1-855-370-4229.
Visa, Discover and MasterCard are accepted.

(Rev. 5/31/2019)

QUESTIONS ABOUT THIS NOTICE OF VIOLATION? CALL THE CITATIONS PROCESSING CENTER AT 1-855-370-4229 (8AM-6PM EST)

NEW RICHMOND POLICE DEPARTMENT
Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915

Citation Number
047.0000050061

Plate Number
FCF6855

AMOUNT DUE	\$85.00
DATE DUE	07/27/2019

Make check or money order payable to:
The Village of New Richmond

Mail payments to:

Citations Processing Center - New Richmond OH
PO BOX 7200
Beverly MA 01915



EMILY HAUKE
2125 IDLETT HILL RD
NEW RICHMOND, OH 45157

0047201907270000850000000500619

Governing ordinance and state law are available for viewing at www.viewcitation.com
Failure to pay this Notice, or to exercise one of the options prescribed below is deemed to be an admission of liability and waiver of the opportunity to contest the violation.

To challenge this Notice of Liability - the following options are available to the registered owner:

OPTION 1: PROVIDE AN AFFIDAVIT OF DEFENSE

Within thirty (30) days after receipt of the Notice of Liability, provide the Village of New Richmond Police Department with either of the following affidavits:

- A. An affidavit executed by the registered owner stating that another person was operating the vehicle of the registered owner at the time of the violation, identifying that person as a designated party who may be held liable for the violation, and containing at a minimum the name and address of the designated party.
- B. An affidavit by the vehicle owner stating that at the time of the violation, the motor vehicle or the license plates of the motor vehicle involved were stolen or were in the care, custody, and control of some person who did not have the owner's permission to use the motor vehicle; or that the motor vehicle or license plates of the motor vehicle were stolen before the violation occurred and were not under the control or possession of the owner at the time of the violation.

AFFIDAVIT OF DEFENSE FORM IS PROVIDED BELOW



OPTION 2: REQUEST AN ADMINISTRATIVE HEARING

You have the right to contest this violation at an administrative hearing either in person **1** or by mail **2**. It is recommended that you review the local ordinance and photographic evidence of the infraction to determine if you have a valid defense supporting dismissal of this citation. The request for an administrative hearing must be received by the Village Police Department, or its designee, within thirty (30) calendar days after the date of issuance of the Notice of Liability.

1 IN-PERSON ADMINISTRATIVE HEARING REQUEST

Go online to www.viewcitation.com or call 1-855-370-4229 to schedule a court date.

Failure to appear at this hearing will result in an automatic Final Notice of Determination.

You may be subject to applicable administrative court fees and/or costs. Administrative hearings will take place at:

Village Hall
102 Willow Street
New Richmond, OH 45157

2 CONTEST-BY-MAIL OPTION

To contest this citation by mail, download and completely fill out the **Request for By-Mail Administrative Hearing** form at www.viewcitation.com.

Please mail this form, as well as any additional documentation and/or evidence, by the due date specified on this notice. The form and associated evidence will be presented in your absence.

Citations Processing Center -
New Richmond, OH
PO BOX 7200
Beverly MA 01915

Miles Per Hour Over Speed Limit	Amount of Penalty
6 - 15 mph	\$85.00
16 - 20 mph	\$100.00
21+ mph	\$115.00

Please mail affidavit to: Citations Processing Center - New Richmond OH, PO BOX 7200, Beverly, MA 01915

AFFIDAVIT OF DEFENSE

***USE THIS FORM **ONLY** IF YOU ARE **NOT REQUESTING** AN ADMINISTRATIVE HEARING ***

- ☐ My motor vehicle was in the care, custody, or control of another person (THE FOLLOWING INFORMATION IS REQUIRED):

Name of person: _____ Address of person: _____

Person's Date of Birth: _____ Driver's License Number (if known): _____

- ☐ The vehicle had been reported stolen. Police Agency: _____ Report Number: _____

Please include any applicable evidence or paperwork

I declare under penalty of perjury that the foregoing information (and all documentation in support of my defense) is true and correct to the best of my knowledge and ability.

Signature _____ Date _____ Phone Number _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____ who is personally known to me or who provided _____ as positive identification.

My Commission Expires: _____

(Signature of Notary Public)

(MY SEAL):

THE AFFIDAVIT MUST BE NOTARIZED OTHERWISE IT WILL NOT BE ACCEPTED.